Elliott T. A.
To
J. R. Browning

The State of Alabama } This Indenture
Shelby County } made and en
tered into this
28 day of August 1874, between Thom
as A. Elliott debtor of the first part
and J. R. Browning Creditor, of the
2d part, Witnesseth: That whereas
the said party of the first part
is justly indebted to the said party
of the second part in the sum of
One hundred and fifty Six 60/100 dol
lars, due by account on the 1st day
of August 1874, and payable on
or before the 1st day of Jany 1875:
and the said of the 1st part being
desirous to secure the payment of
said indebtedness: for and in con
sideration thereof and for the further
Consideration of the sum of one
dollar to the said party of the first
part in hand paid by the said
party of the second part, receipt whereof
of is hereby acknowledged, the
said party of the first part has
sold and hereby sells and conveys
to the said party of the second
part the following described property
to wit: All my Crop of Corn and
Cotton to be raised by me the present
year on Mrs Ann Brashers plantation
or else where, to have and to hold

This and the foregoing Contract was filed for record in my office on this day and duly recorded in Book M Page 703 Mortgages
Thos. A. Shaw
Judge of Probate

in trust as follows; It is hereby agreed that the said party of the first part is to have and retain possession of the said property until the first day of January 1875 and if the said party of the first part shall fully pay to the said party of the first part said debt and interest thereon, and reasonable expenses hereof by said 1st day of January 1875 then this indenture is to be null and void, But upon default of such payment the said party of the Second part is hereby authorized to take into possession and sell said property to the highest bidder for cash, after giving ten days notice of the time and place of said sale by posting at three public places, and out of the proceeds of said sale retain the sum of hundred and fifty ~~Dollars~~ Six 60/100 dollars and interest thereon, and the reasonable costs hereof, and the balance, if any, pay to the said party of the first part.

Thomas A. Elliott (Seal)
J. R. Browning (Seal)

The State of Alabama } J. A. M. Elliott, Notary
Shelby County } Public for said County hereby certify

That Thomas A Elliott & J. R Browning whose names are signed to the foregoing Conveyance, and who are known to me, acknowledged before me on this day, that being informed of the Contents of the Conveyance, they voluntarily Executed the same, on the day the same bears date,

Witness my hand this 28th day of August 1874,

A. M. Elliott
N. P.

Filed for Record August 28th 1874 and Recorded September 7th 1874,

J. T. Tepin
Judge of Probate